



City of Milwaukee

Department of Public Works

Dockless Scooter Pilot Study

Terms and Conditions v.2

Table of Contents

- 1. Introduction**..... 1
 - Purpose 1
 - Goals..... 1
- 2. Terms** 1
 - 2.1. Agreement 1
 - 2.2. Priority 1
 - 2.3. Pilot Subject to Change 1
 - 2.4. Application 2
- 3. Definitions** 2
- 4. Pilot Duration** 3
 - 4.1. Initial Term 3
 - 4.2. Extension..... 3
 - 4.3. Termination..... 4
 - 4.4. Modification and Suspension 4
- 5. Pilot Participation**..... 4
 - 5.1. Voluntary Participation 4
 - 5.2. Local Operations 4
 - 5.3. Outstanding Fines and Forfeitures 5
 - 5.4. Number of Participants..... 5
- 6. Insurance Requirements** 5
 - 6.1. General Requirements 5
 - 6.2. Minimum Insurance Requirements 5
- 7. Indemnification** 7
- 8. Public Records** 7
- 9. Privacy**..... 7
- 10. Pilot Fees** 8
 - 10.1. Initial Payment 8
 - 10.2. Renewal Fee..... 8
 - 10.3. Relocation Fee 8
 - 10.4. Redemption Fee..... 8
 - 10.5. Accrued Fees 8
 - 10.6. Appeals..... 8
 - 10.7. Payment 9
- 11. Operating Regulations** 9
 - 11.1. Minimum Equipment Requirements 9
 - 11.2. Service Zones and Allowable Fleet Size 10
 - 11.3. Dockless Scooter Availability 12
 - 11.4. User Fees..... 12
 - 11.5. Dockless Scooter Parking..... 12
 - 11.6. Submerged Scooters 13
 - 11.7. Equipment Maintenance 14
 - 11.8. Reporting and Data Sharing 14
 - 11.9. Community Outreach..... 14
- 12. Acknowledgement of Receipt**..... 15

1. Introduction

Purpose

The City of Milwaukee Department of Public Works (DPW) is initiating a Dockless Scooter Pilot Study (pilot) to observe, solicit feedback on, and evaluate the effectiveness of dockless scooters in Milwaukee.

Dockless scooters, as defined herein, means a system of self-service scooters made available for shared use to individuals on a short term basis, which may be rented via a smart-phone app, vendor website, vendor customer service number, or a pre-paid PIN and which do not require structures at permanent, fixed locations where rides must begin and end.

Dockless scooters may provide many benefits to residents and visitors of Milwaukee. They have the potential to help the City improve outcomes related to equity, congestion mitigation, health, and access to opportunity. The City also realizes the potential for disruption to pedestrian ways and other public rights of way.

Goals

1. Increase transportation options

Dockless scooters have the potential to reduce reliance on motor vehicles and ride sharing services for short trips, decreasing congestion and air quality impacts.

2. Expand access to transit

Dockless scooters may provide links to public transit, assisting with connectivity and solving the first-mile/last-mile problem.

3. Evaluate impacts on access to the public right of way

Participants must show a commitment to keeping pedestrian ways, streets, and other public rights of way unobstructed by dockless scooters for other street users. Most importantly, dockless scooters must be parked and maintained in a manner that provides a clear path for people walking and maintains access to businesses, residential units, and other buildings.

2. Terms

2.1. Agreement

These Terms and Conditions are made in conjunction with each Participant's Application and Plan of Operation. Together, these documents record our agreement in relation to use of the Public Right of Way in Milwaukee.

2.2. Priority

If there is any inconsistency between these Terms and Conditions and/or any other agreements, the Terms and Conditions shall prevail.

2.3. Pilot Subject to Change

A. The terms and conditions of the Dockless Scooter Pilot Study (pilot) are subject to change, without limitation, by the Commissioner of Public Works. These changes may include, but are not limited to: changes in the minimum or maximum number of dockless scooters allowed in the City, changes to the number of participants allowed in the pilot, changes to the service zone geographies,

changes to the minimum or maximum number of dockless scooters deployed in each service zone, or changes to the parking requirements.

B. Participants will be notified by certified and electronic mail of any changes to the pilot. Participants unwilling or unable to comply with proposed changes may voluntarily suspend or terminate participation in the pilot.

C. Participants terminating participation in this pilot must immediately cease offering their equipment for rent and remove their equipment from the City of Milwaukee's streets.

D. Should a participant temporarily suspend their participation to perform mechanical changes to their equipment or their rental application, equipment may be left on the street if the changes take less than 24 hours. Otherwise, all equipment must be removed from the street until the changes are complete.

2.4. Application

A. Completed applications may be submitted by mail or in person.

B. Payment must be made at time of application.

C. The application submittal must include four paper copies of all application materials (1 original and 3 copies).

D. Checks should be made payable to the City of Milwaukee, ATTN: Dawn Crowbridge.

E. Completed applications may be sent to:

CITY OF MILWAUKEE

Attention: Mike Amsden

DPW-Infrastructure Services Division

841 North Broadway, Room 501

Milwaukee, WI 53202

3. Definitions

"Applicant" means any person who submits an application to the Department of Public Works for the pilot.

"Application" means a formal request filed with the Department of Public Works for participation in the pilot.

"Business" means engaging in activities over time for the purpose of sustained financial gain.

"Customer" means a person who has downloaded the operator's app to their smart phone or other device.

"Deploy" means to make available to users in a public place.

"Dockless" means a system of self-service mobility devices made available for shared use to individuals on a short-term basis, which may be rented through a smart-phone app, vendor website, vendor customer service number, or a pre-paid PIN and which do not require structures at permanent, fixed locations where rides must begin and end.

"Equipment" means dockless scooters.

“Fleet” means equipment owned or leased by the operator which is intended for use as part of a dockless scooter system in the city.

“Holidays” means New Year’s Eve, New Year’s Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after, and Christmas and the day before.

“Mobility device” means a vehicle, whether motorized or not, including a bicycle, a scooter, a skateboard, or any other micro-mobility vehicle which is exempt from state registration under ch. 341, Wis. Stats.

“Objection” means any information that could form the basis of denial, non-renewal, suspension or revocation of participation in the pilot. An objection may result from information provided by any resident or from written reports filed by the Chief of Police.

“Operator” means any person engaged in the activities of owning or operating a dockless scooter system.

“Participant” means any individual or partner, and any officer, director or agent of any corporate applicant which has been approved by the Department of Public Works for entry into the pilot.

“Person” means any individual, firm, corporation, limited liability company, partnership or association acting in a fiduciary capacity.

“Scooter” means a device weighing less than 100 pounds that has handlebars and an electric motor, is powered solely by the electric motor and human power, and has a maximum speed of not more than 20 miles per hour on a paved level surface when powered solely by the electric motor.

“Service area” means the entire city.

“Service zone” means a geographic area of the city, the boundaries of which are described herein.

“Unsafe” means any dockless equipment that could cause harm or injury to a user or anyone else within the public right-of-way despite being operated in a reasonable manner.

“User” means an individual who pays a fee to unlock dockless equipment for the purpose of transportation or recreation.

“Unused dockless equipment” means any dockless scooter parked in one location for more than 7 consecutive days without being used.

4. Pilot Duration

4.1. Initial Term

A. Participation in the pilot shall commence upon review and approval of a participant’s application by the Department of Public Works and upon payment of all applicable fees.

B. The pilot shall end on December 31, 2019.

4.2. Extension

A. The City of Milwaukee reserves the right to extend the pilot beyond December 31, 2019, if further evaluation is required.

B. Participants will be notified at least one (1) month in advance by certified and electronic mail if the pilot is extended beyond December 31, 2019.

- C. If a participant chooses not to extend their participation in the pilot, the participant shall notify the City of termination at least two (2) weeks prior to the expiration of the then-current term.
- D. Upon notice of an extension of the pilot, participation will automatically renew upon payment of all applicable fees as outlined in Section 10.2 of the Terms and Conditions.

4.3. Termination

- A. The pilot may be terminated at any point, by a vote of the Milwaukee Common Council. Upon termination of the pilot, participants shall be provided written notice of said termination by the Commissioner of Public Works via certified and electronic mail.
- B. Participants shall cease to offer equipment for rent in the City of Milwaukee immediately upon receiving notice of termination. Participants shall have 24 hours from the time of receipt of the termination notice to physically remove equipment from the City streets.
- C. If participants fail to retrieve equipment within 24 hours of receipt, the City will remove said equipment.

4.4. Modification and Suspension

- A. Participation in this pilot may be modified or suspended, at any point, and for any reason, without limitation, by the Commissioner of Public Works. Should participation be modified or suspended, participants shall be notified in writing via certified and electronic mail by the Commissioner of Public Works of the nature and the reasons for the change.

5. Pilot Participation

5.1. Voluntary Participation

- A. Participation in this pilot is voluntary. As stated below, participation in the pilot is not a prerequisite for the grant of a Dockless Scooter Operator's License, should the City of Milwaukee opt to create such a license in the future. By signature below, the Applicant acknowledges that they have agreed to participate in the pilot knowingly, voluntarily, and free from duress or coercion. The Applicant also acknowledges that participation in the pilot does not guarantee the issuance of a Dockless Scooter Operator's License, should the City of Milwaukee opt to create such a license in the future. In addition, all Applicants have the right to consult with counsel regarding this application.
- B. Participation in this pilot study DOES NOT guarantee the issuance of a Dockless Scooter Operator's License at the conclusion of this study, or at any time in the future, should the City of Milwaukee create such a license.
- C. Non-participation in the pilot study DOES NOT preclude future issuance of a Dockless Scooter Operator's License at the conclusion of this study, or at any time in the future, should the City of Milwaukee create such a license.
- D. Modification, suspension, or termination of participation in this pilot shall not, by itself, be grounds for denial of an application for a Dockless Scooter Operator's License, should the City of Milwaukee create such a license.

5.2. Local Operations

- A. Participants shall have a locally based operations manager.

5.3. Outstanding Fines and Forfeitures

A. The City of Milwaukee will not process any application for participation in the pilot made on behalf of an individual or corporation that owes outstanding fines or forfeitures to the City of Milwaukee.

5.4. Number of Participants

A. The Commissioner of Public Works reserves the right to cap the number of participants at any time.

6. Insurance Requirements

6.1. General Requirements

A. A certificate of insurance acceptable to the City evidencing the insurance requirements is to be provided. The certificate shall state that the issued insurance policies meet the requirements as outlined below. All certificates are to be provided before a participant places any dockless equipment in the City of Milwaukee. If such certificate is not received, the City of Milwaukee has the authority to remove the participant from the pilot. If such certificate expires prior to the end date of this pilot, a current certificate shall be provided within one business day of the previous certificate's termination and must demonstrate that no lapse in coverage has occurred.

B. All policies shall state that the City shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any insurers providing the coverage required by City for the duration of this pilot.

C. Insurance companies must be acceptable to the City and must have a current A.M. Best rating of A-VIII or better.

D. All policies shall be written on an occurrence form.

E. If subcontractors are used, each must meet all requirements in sections 6.1 and 6.2 of the Terms and Conditions.

F. Participants must execute an endorsement to their policies specifying that the aggregate applies to the City of Milwaukee and may not be eroded by claims outside the City, using an endorsement adapted from Appendix A.

G. Applicants must provide the City a copy of their Commercial General Liability and Auto Liability insurance policies, including all endorsements.

H. Applicants must provide the City with a copy of their user agreements.

6.2. Minimum Insurance Requirements

A. Workers' Compensation and Employer's Liability

1. Workers' Compensation – Statutory Limits

2. Employer's Liability

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

3. Employer’s Liability at limits noted above or higher limits if needed to meet Umbrella underlying insurance requirements.
4. Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

B. Commercial General Liability*

Commercial General Liability	\$7,000,000 each occurrence
General Aggregate	\$7,000,000 aggregate
Personal & Advertising Injury Limit	\$7,000,000 each
Occurrence Products - Completed	
Operations Aggregate	\$7,000,000 aggregate

* Note that the limits specified above may be met through a combination of primary coverage and an umbrella policy that follows the form of the underlying Commercial General Liability policy.

1. Coverage must be equivalent to ISO form CG0001 or better.
2. The City of Milwaukee shall be added as an additional insured using ISO form CG2026 or its equivalent.
3. Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.
4. The policy shall include independent contractors (owners/contractors protective) and contractual liability.
5. Coverage will apply on a primary and non-contributory basis. The City of Milwaukee suggests the following wording:

“If you have agreed in a written contract that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the contract was executed prior to the bodily injury, property damage, personal injury or advertising injury, then this insurance will be primary over, and we will not seek contribution from, such insurance.”

6. Coverage shall apply to the risks associated with or arising out of the services provided under this pilot.

C. Auto Liability

Combined Single Limit	\$1,000,000 each accident
-----------------------	---------------------------

1. If the Applicant owns or has any long term leased vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9).
2. Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of the City including its directors, officers, agents, employees and volunteers.

3. The City of Milwaukee shall be added as an additional insured.
4. Coverage shall include contractual liability for risks assumed in this pilot/Application.
5. Coverage shall apply to the risks associated with or arising out of the services provided under this pilot/Application.
6. If Federal or State government(s) requires a Motor Carrier filing, such filing shall be made available to City upon request.

7. Indemnification

Notwithstanding any references to the contrary in the application documents, Applicant assumes full liability for all of its acts in the performance of the pilot. Applicant will save and indemnify and keep harmless the City against all liabilities, judgments, costs and expenses which may be claimed by a third party against the City in consequence of approving Applicant's application and allowing Applicant to participate in the pilot, or which may result from the negligence or willful misconduct of the Applicant, or the agents, employees, workmen, customers, or users of the Applicant, except to the extent arising out of or resulting from the City's negligence or willful misconduct. If judgment is recovered, whether in suits of law or in equity, against the City by reason of the negligence or willful misconduct of the Applicant or Applicant's agents, employees, workmen, customers, or users participating in the pilot, or utilizing Applicant's equipment, the Applicant assumes full liability for such judgments not only as to the amount of damages, but also for the cost, attorneys fees, or other expenses resulting there from. The City may tender the defense of any claim or action at law or in equity to the Applicant or Applicant's insurer, and upon such tender it shall be the duty of the Applicant or the Applicant's insurer to defend such claim or action without cost or expense to the City or its officers, agents, or employees. Applicant shall be entitled to have control over the defense and settlement of tendered lawsuits, including the selection of counsel; provided that Applicant may not settle any lawsuit on behalf of the City without the City's written consent that either (1) requires the City to admit liability, or (2) exceeds the limits of Applicant's insurance policies. City shall cooperate in all reasonable respects with the Applicant and its attorneys in the defense or settlement of such lawsuit; provided, that City shall be entitled to reasonably participate in the defense of such lawsuit and to employ its own counsel at its own expense to assist in the handling of such lawsuit.

8. Public Records

Applicant understands that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this pilot are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. sec.* Applicant acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law and that the Applicant must defend and hold the City harmless from liability due to its fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years. This provision shall survive termination of this application, Applicant's right to participate in the pilot, and the pilot itself.

9. Privacy

Participants shall provide a copy of their user agreements and privacy policies with their application. Participants must provide notice to the City regarding any changes to their terms of service, user agreements, or privacy policies throughout the duration of the pilot. Relevant portions of participants' user agreement or terms of service must be consistent with the provisions of this Application, the Milwaukee Code of Ordinances, Wisconsin State Law, and applicable federal law.

Changes to a participant's user agreement or terms of service inconsistent with the provisions of this Application, the Milwaukee Code of Ordinances, Wisconsin State Law, or applicable federal law may be grounds for termination from participation in this pilot.

10. Pilot Fees

10.1. Initial Payment

- A.** Prior to participation in the pilot, the participant shall pay the appropriate non-refundable fees.
 - 1.** Application Review fee of \$300.
 - 2.** Occupancy fee of \$50 for each dockless scooter.
- B.** Fees will be used to address costs incurred by the City related to administration and monitoring of the pilot, including monitoring and use of the public way.
- C.** The Occupancy fee is valid through December 31, 2019.

10.2. Renewal Fee

- A.** Should the City of Milwaukee decide to extend the pilot beyond December 31, 2019, the participant shall pay the appropriate non-refundable fees.
 - 1.** Renewal fee of \$300.
 - 2.** Occupancy fee of \$50 for each dockless scooter deployed after December 31, 2019.
- B.** Renewal fees shall be valid through December 31, 2020.

10.3. Relocation Fee

- A.** Each participant shall pay a \$50 non-refundable Relocation fee for each dockless scooter requiring relocation by the City of Milwaukee as described in Sections 11.5.B.3 and 11.5.C of the Terms and Conditions.

10.4. Redemption Fee

- A.** Each participant shall pay a \$50 non-refundable Redemption fee for each dockless scooter requiring impoundment by the City of Milwaukee as described in Section 11.7.C of the Terms and Conditions.

10.5. Accrued Fees

- A.** Participants with a total accrued fee amount of over \$1,000 shall be immediately suspended from participation in the pilot by the Commissioner of Public Works until such time as payment arrangements are made to address said fees.
- B.** If payment to the City is not received, or payment arrangement is not made within ten (10) business days after notification via certified and electronic mail, participation in the pilot shall be automatically terminated by the Commissioner of Public Works. Upon termination, operator must remove all equipment within 24 hours.

10.6. Appeals

- A.** Participants may appeal fees by sending written correspondence to the Department of Public Works within (10) ten business days of receiving notice of a fee. The Department shall respond in writing within (20) business days of receipt of appeal.
- B.** Appeals may be sent to the following address:

CITY OF MILWAUKEE

Attention: Mike Amsden

DPW-Infrastructure Services Division

841 North Broadway, Room 501

Milwaukee, WI 53202

10.7. Payment

A. Payment may be sent to the following address:

CITY OF MILWAUKEE

ATTN: Dawn Crowbridge

DPW-Administration Division

841 North Broadway, Room 501

Milwaukee, WI 53202

11. Operating Regulations

11.1. Minimum Equipment Requirements

A. Safety

1. Each dockless scooter shall meet the requirements described in Sections 347.489 (1), 347.489 (2), and 347.489 (3) of the Wisconsin State Statutes.
2. The maximum motor-assist speed for dockless scooters shall be 15 MPH.
3. All operators shall have visible language on each dockless scooter and on the operator's website and smartphone application which notifies the user that:
 - Helmet use is encouraged while riding a dockless scooter
 - Sidewalk riding is prohibited
 - Riding and parking on the Riverwalk is prohibited
 - Users are required to follow all rules of the road
 - Scooters must be parked responsibly

B. Technology

1. The operator shall equip each dockless scooter with an on-board GPS device capable of providing real-time location data to the operator and the Commissioner of Public Works, and shall maintain a continuous feed of the required data at all times for dockless scooters made available to customers.
2. Each dockless scooter must be equipped with wheel-lock technology to prevent unauthorized use.

3. Dockless scooters shall not be equipped with an audible alarm which sounds continuously when activated.

C. Dockless Scooter Identification

1. Each dockless scooter must be assigned a unique identifying number which shall be provided to the Commissioner of Public Works prior to placing the dockless scooter into service.
2. Each dockless scooter must be clearly and visibly labeled with the operator's name, a toll-free phone number for 24-hour customer support, and the dockless scooter's unique identification number.

11.2. **Service Zones and Allowable Fleet Size**

A. The City shall be divided into three (3) geographic service zones as defined below and as shown in Appendix B.

Zone 1: The area bounded on the east by Lake Michigan, on the north by the City limits, on the west by I-43/I-94, on the south by Oklahoma Avenue, and the area west of I-43 bounded by W. Highland Avenue, N. 22nd Street and I-94.

Zone 2: The area bounded on the east by I-43, on the north and west by the City limits, and on the south by I-94, excluding the area west of I-43 bounded by W. Highland Avenue, N. 22nd Street and I-94.

Zone 3: The area bounded on the east by I-43/I-94, on the north by I-94, and on the west and south by the City limits, and the area east of I-43/I-94 bounded on the east by Lake Michigan, on the north by Oklahoma Avenue and on the south by the City limits

B. The Commissioner of Public Works shall establish the minimum and maximum number of dockless scooters per operator that may be deployed.

C. Initial Fleet. Upon entering the pilot, the operator shall deploy 350 dockless scooters unless otherwise authorized by the Commissioner of Public Works as described in Section 11.2.E of the Terms and Conditions.

D. Initial Deployment. The initial fleet of dockless scooters may be deployed in Zone 1, Zone 2, or Zone 3.

E. Fleet Expansion and Performance Metrics.

1. Operators may increase their initial fleet size up to 750 dockless scooters if the additional dockless scooters above 350 are equally distributed between Zones 1, Zone 2, and Zone 3. See examples below.

	Example 1	Example 2	Example 3
Initial Fleet	350	350	350
Dockless scooters committed to deployment in Zone 2	0	50	134
Dockless scooters committed to deployment in Zone 3	0	50	134
Additional dockless scooters allowed – Zone 1	0	50	132
Total fleet size	350	500	750

2. Alternate expansion scenarios that demonstrate additional commitments to Zone 2 and Zone 3 may be submitted, in writing, for consideration. Additional scooters may not be deployed without authorization from the Commissioner of Public Works.

3. Operators with a fleet size greater than 350 dockless scooters in Zone 1 must maintain a minimum average of 3 trips per dockless scooter per day in Zone 1, determined by bi-weekly usage.

a. If the Zone 1 minimum usage requirement is not met, the Commissioner of Public Works may require the removal or relocation of a portion of the units deployed in Zone 1.

b. If the minimum usage requirement in Zone 1 is met for a period of 30 days, the Commissioner of Public Works may authorize an increase of up to 250 dockless scooters to be equally distributed across Zone 1, Zone 2, and Zone 3. To request an increase in fleet size, the operator must submit written correspondence to the Department of Public Works demonstrating ridership data across the prior 30 days.

4. Operators must pay the Occupancy fee set forth in Section 10.1.A.2 of the Terms and Conditions prior to deploying additional dockless scooters as described in Section 11.2.E of the Terms and Conditions.

5. All requests for changes in fleet size or distribution should be sent by electronic mail to the Department of Public Works.

F. Winter Fleet.

1. Operators must ensure that deployed scooters do not impede City of Milwaukee or resident snow removal and ice control operations.

2. Upon authorization by the Commissioner of Public Works, the operator may decrease the amount of equipment deployed between November 15, 2019 and December 31, 2019.

G. Operators may remove equipment without prior authorization in the case of severe weather. Operators must inform the Department of Public Works by electronic correspondence within two hours of the decision to remove equipment.

H. The Commissioner of Public Works reserves the right to cap the number of dockless scooters at any time.

11.3. Dockless Scooter Availability

A. The operator shall redistribute dockless scooters to ensure dockless scooters are distributed throughout Service Zones.

B. At a minimum, the operator shall redistribute the dockless scooters throughout the Service Zones daily between the hours of 6 a.m. and 10 p.m.

C. By 7 a.m. each weekday and by 9 a.m. on Saturdays, Sundays and holidays, dockless equipment must be redistributed to ensure distribution across zones as described in the participant's approved Plan of Operation.

D. These requirements are subject to change based on performance of the pilot. Participants will be notified via certified and electronic mail of changes to distribution requirements. Participants will have 48 hours from the time of receipt of the notice to comply with the revised distribution requirements. The current Service Zone distribution requirements will be posted on the City of Milwaukee's Department of Public Works website (milwaukee.gov/DocklessScooters). Failure to comply with Service Zone distribution requirements shall be grounds to terminate participation in the pilot.

11.4. User Fees

User fees must be clearly and understandably communicated to the user prior to dockless scooter use.

11.5. Dockless Scooter Parking

A. General

1. The operator shall provide instructions for properly parking dockless scooters to customers and users in easily understandable formats through multiple media types.

2. The operator shall keep the sidewalk free from obstructions to pedestrians by requiring users to park dockless scooters such that a walk space not less than 5 feet wide shall at all times be kept open for pedestrians.

3. All dockless scooters shall be parked in an upright position with 2 wheels making a point of contact with the ground.

4. Operators must use geo-fencing to prohibit parking in the following areas:

a. Bridges

b. The Riverwalk

c. Other areas as directed by the Commissioner of Public Works

5. Dockless scooters shall be parked in accordance with the following guidelines.

a. Where possible, without impeding the flow of pedestrian traffic, a dockless scooter may be parked on a sidewalk or in a bicycle rack or other similar area designated for bicycle parking.

b. Dockless scooters shall not be parked between the sidewalk and the curb where such area is less than 3 feet wide.

c. Dockless scooters shall not be parked on the sidewalk at the intersection of two or more streets between the points of curvature, measured along the curb.

d. On blocks without sidewalks, dockless scooters may be parked in the roadway if the right-of-way and the pedestrian way are not obstructed.

e. Except at existing, permitted bicycle facilities, dockless scooters shall not be parked in the terrace or furniture zone where adjacent to or within the following locations:

- 1.** Parklets
- 2.** Loading zones
- 3.** Accessible parking spaces
- 4.** Curb ramps
- 5.** Entryways
- 6.** Driveways
- 7.** Street furniture requiring pedestrian access
- 8.** Transit stops, including bus stops, streetcar stops, shelters, and passenger waiting areas

B. Improper Parking

1. Access to parking meters shall not be obstructed.

2. Upon notification by the Commissioner of Public Works or the Chief of Police, or a designee, of any dockless scooter that is improperly parked, the operator shall relocate the dockless scooter in accordance with the following requirements:

a. Within 2 hours of notice between 6 a.m. and 10 p.m.

b. By 8 a.m. for notices received between 10 p.m. and 6 a.m.

3. The City may relocate improperly parked dockless scooters which are not remedied in accordance with this provision and the participant shall pay the fee(s) set forth in Section 10.3 of the Terms and Conditions.

C. Unused Dockless scooters

1. Unused dockless scooters shall be relocated by the operator. The City may relocate unused dockless scooters that are not remedied in accordance with this provision and the participant shall pay the fee(s) set forth in Section 10.3 of the Terms and Conditions.

11.6. Submerged Scooters

Participants acknowledge that Section 118 of the City of Milwaukee Code of Ordinances delineates the City's waterways. Participants also acknowledge that submerged scooters may discharge a hazardous substance as defined in Section 236-41 of the Code. If an operator's scooter is in the City's waters as defined in Section 118 of the Code, the operator shall commence removal as required in Section 236-41-3 of the Code. If the operator fails to comply with the removal requirements, the City may cause removal and require reimbursement for actual expenses incurred.

11.7. Equipment Maintenance

- A.** Each dockless scooter must be inspected at least once per month in accordance with the Plan of Operation submitted at the time of application.
- B.** Any dockless scooter deemed unsafe or inoperable shall be placed out of service immediately upon notice to the participant and removed from the public right-of-way by the operator within 2 hours of notice. Notice to the participant includes notification from the general public, or electronic mail notification from the City of Milwaukee.
- C.** The city may impound dockless scooters that are deemed unsafe or inoperable and not remedied in accordance with this provision. The operator shall reimburse the City for costs of doing so per Section 10.4 of the Terms and Conditions.

11.8. Reporting and Data Sharing

- A.** Participants shall be required to attend coordination meetings and provide periodic reports as requested by the Commissioner of Public Works.
- B.** Dockless scooter availability shall be publicly published using the General Bikeshare Feed Specification (GBFS) (<https://github.com/dsgermain/gbfs/blob/f76251ad4c754b62defc42562887724f287b73ea/gbfs.md>). Operators must inform the City of the URL for this data.
- C.** Operators shall establish and share API endpoints that adhere to the Mobility Data Specification (MDS) Provider API (<https://github.com/CityOfLosAngeles/mobility-data-specification/blob/dev/provider/README.md>).
- D.** Aggregate customer demographic data that does not identify individual customers, payment methods, or their individual trip history, gathered by the system application shall be provided to the Commissioner of Public Works on at least a monthly basis using anonymized keys.
- E.** The following information shall be required on the 1st of each month throughout the duration of the pilot, or as directed by the Commissioner of Public Works:
 - 1.** Total downloads, active users & repeat user information
 - 2.** List of reported parking complaints including: description, location of incident, description of company response, response time
 - 3.** Incidents of dockless scooter theft and vandalism
 - 4.** Vehicle maintenance reports
 - 5.** Complaints
 - 6.** Number of users participating in discount programs disaggregated by program type (low income, students, etc.), if applicable
 - 7.** Accident/crash information
 - 8.** Payment method information

11.9. Community Outreach

- A.** Participants shall implement any community outreach plans at their own cost.
- B.** The operator shall provide a multi-lingual website, a call center, and a mobile application customer interface that is available 24 hours a day, 7 days a week.

12. Acknowledgement of Receipt

The undersigned declares that the information provided in this application is true, that they have read and agree to the Terms and Conditions as described herein, and that they agree to all rules and regulations set forth in the Milwaukee Code of Ordinances.

Participation in this pilot is voluntary. Participation in the pilot is not a prerequisite for the grant of a Dockless Scooter Share Operator's License, should the City of Milwaukee opt to create such a license in the future. By signature below, the Applicant acknowledges that they have agreed to participate in the Pilot knowingly, voluntarily, and free from duress or coercion. The Applicant also acknowledges that participation in the pilot does not guarantee the issuance of a Dockless Scooter Share Operator's License, should the City of Milwaukee opt to create such a license in the future. In addition, all Applicants have the right to consult with counsel regarding this application.

Name (Printed): _____

Title _____

Signature: _____

Date: _____